

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

<b>Jane Roe, as Mother and Custodian of</b>	:	Case No. C1-01-422
<b>Johnny Roe, et al.</b>	:	
	:	Judge Beckwith
<b>Plaintiffs,</b>	:	
	:	Magistrate Judge Sherman
<b>vs.</b>	:	
<b>Butler County, Ohio et al.,</b>	:	<b><u>PLAINTIFFS' MOTION TO</u></b>
	:	<b><u>REOPEN CASE AGAINST</u></b>
<b>Defendants.</b>	:	<b><u>DEFENDANTS JANE AND JOHN</u></b>
	:	<b><u>COE #1 AND MEMORANDUM IN</u></b>
	:	<b><u>SUPPORT</u></b>

**MOTION**

On August 14, 2003 date, this Court conditionally dismissed the claims against John and Jane Coe #1 because the parties had indicated to the Court that the case had settled. (Doc. 75). The parties have not consummated settlement and Plaintiff moves to reopen the case and set a trial on damages only against Defendants Jane and John Coe #1 for the reasons contained below.

**MEMORANDUM IN SUPPORT**

This Court entered judgment on liability against John and Jane Coe #1 (“Defendants”). (Doc. 59). The trial on damages was scheduled for September 8, 2003. On August 7, 2003, the parties agreed to settle for \$10,000, which is the statutory limit on the claim against these parents for injuries caused by their sons’ assault on Plaintiff Johnny Roe. Defendants have not consummated the settlement. They had agreed to sign a Settlement Agreement and an Agreed Order of Dismissal (See Attached). Neither document has been signed. Therefore, since the parties have not settled, Plaintiffs request

the case be reopened and the trial re-scheduled. In lieu of setting a trial date, Plaintiffs are amenable to scheduling a settlement conference with the Court.

Respectfully submitted,

s/ Jennifer L. Branch  
Alphonse A. Gerhardstein (0032053)  
Trial Attorney for Plaintiffs  
Jennifer L. Branch (0038893)  
Attorney for Plaintiffs  
617 Vine Street #1409  
Cincinnati, Ohio 45202  
(513) 621-9100

Mark Conese #004637  
Attorney for Plaintiffs  
21 Ludlow Street  
Hamilton, OH 45011  
(512) 737-7044

**CERTIFICATE OF SERVICE**

I hereby certify that on September 11, 2003, a copy of the foregoing pleading was filed electronically. Notice of this filing will be sent to all parties for whom counsel has entered an appearance by operation of the Court's electronic filing system. Parties may access this filing through the Court's system. I further certify that a copy of the foregoing pleading and the Notice of Electronic Filing has been served by ordinary U.S. mail upon all parties for whom counsel has not yet entered an appearance electronically.

s/ Jennifer L. Branch  
Attorney for Plaintiff

**LAUFMAN & GERHARDSTEIN**

ATTORNEYS AT LAW

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ROBERT E. LAUFMAN  
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JENNIFER L. BRANCH  
PAUL M. LAUFMAN

August 7, 2003

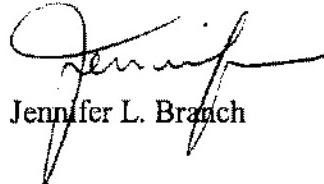
Michael R. Vorhees  
Phillips Law Firm, Inc.  
9521 Montgomery Road  
Cincinnati, OH 45242

Re: *In Re Daniel G. Julian and Penelope S. Julian, Chapter 13, Case No. 02-11990  
Roe v. Butler County Juvenile Detention Center, et al.*

Dear Mike:

I have drafted an agreed entry and a settlement agreement. Please review and let me know if we can sign and file Tuesday.

Sincerely,



Jennifer L. Branch

### **Settlement Agreement**

On this day of \_\_\_\_\_, 2003, Lee Ann Caldwell (Plaintiff Jane Roe), as next friend for her minor son, Johnie Slaten (Plaintiff Johnny Roe), and Penelope S. Julian and Daniel G. Julian (Defendants John and Jane Coe #1) agree to settle all claims in U.S. District Court S.D. Ohio Case No. C1-01-422 against according to the terms of this agreement.

1. Defendants Penelope S. Julian and Daniel G. Julian agree to pay Lee Ann Caldwell, as next friend of Johnie Slaten, \$10,000 as of the date of this Agreement.
2. Lee Ann Caldwell agrees to amend her claim in U.S. Bankruptcy Court S.D. Ohio Case No. 02-11990 to \$10,000 (non-contingent). Debtors Penelope S. Julian and Daniel G. Julian agree not to contest this amended claim.
3. All parties agree to execute the attached Agreed Entry of Settlement.
4. The parties understand that this settlement must be approved by the Probate Court.

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Lee Ann Caldwell, Plaintiff Jane Roe  
Mother of Johnie Slaten

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Penelope S. Julian, Defendant Jane Coe #1

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Daniel G. Julian, Defendant Jane Coe #1

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

<b>Jane Roe, as Mother and Custodian</b>	:	Case No. C1-01-422
of Johnny Roe, et al.	:	
	:	Judge Beckwith
Plaintiffs,	:	
	:	Magistrate Judge Sherman
vs.	:	
<b>Butler County, Ohio et al.,</b>	:	<b><u>AGREED ORDER SETTLING</u></b>
	:	<b><u>CLAIMS AGAINST DEFENDANTS</u></b>
Defendants.	:	<b><u>JANE AND JOHN COE #1</u></b>
	:	
	:	

Defendants Penelope S. Julian and Daniel G. Julian, who are named in this case as Defendants John and Jane Coe #1, have agreed to pay Plaintiffs the statutory limit of \$10,000 according to the terms in the attached Settlement Agreement. The parties agree that Plaintiffs will amend their claim in U.S. Bankruptcy Court S.D. Ohio Case No. 02-11990 to reflect this settlement.

It is so ordered.

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Sandra S. Beckwith  
United States District Judge

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Alphonse A. Gerhardstein (0032053)  
Jennifer L. Branch (0038893)  
Attorneys for Plaintiffs  
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Daniel G. Julian  
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